

AO 451 (Rev. 01/09) Clerk's Certification of a Judgment to be Registered in Another District

UNITED STATES DISTRICT COURT

for the
Northern District of California

Old Republic Home Protection Co, Inc.

Plaintiff

v.

CHW Group Inc, a New Jersey corporation

Defendant

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Civil Action No. C10-01079 SBA

CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 2/2/11

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending.

Date:

12/18/18

CLERK OF COURT



Signature of Clerk or Deputy Clerk

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6 Attorneys for Plaintiff
Old Republic Home Protection Co, Inc.

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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12 OLD REPUBLIC HOME PROTECTION
CO, INC., a California Corporation

13 Plaintiff,

14 vs.

15 CHW GROUP INC, a New Jersey
16 Corporation, doing business as CHOICE
HOME WARRANTY; Does 1 to 100

17 Defendant.
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Case No. C10-01079 SBA

[PROPOSED] COURT JUDGMENT BY
COURT

Date: November 9, 2010

Time: 1:00 PM

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20 The matter of Plaintiff's Motion for a Default Judgment came on for hearing
21 before this Court on November 9, 2010. Based upon the proof presented to the Court,
22 and, and finding good cause therefore, it is hereby Ordered, Adjudged and Decreed that:

23 1. Defendant CHW Group Inc., a New Jersey Corporation doing business as
24 Choice Home Warranty, together with it officers, directors, employees, agents, affiliated
25 corporations successors and assigns, and all those in active concert or participation with
26 any of them who receive notice of such judgment directly, and each of them ("Choice"),
27 shall be and are permanently enjoined from infringing on Plaintiff's trade name or the
28 service mark "Old Republic" and from falsely designating the origin, sponsorship of or

1 affiliation of its website as being that of Plaintiff, from unfairly competing with Plaintiff.

2 Specifically, and without limitation of the foregoing, Choice shall not:

3 a. Use any service mark, trade name, logo, business name, computer address or
4 other identifier or acting in any fashion which may be calculated to falsely represent that
5 the goods and services provided, promoted or offered by Choice are sponsored by,
6 authorized by, licensed by, or in any other way associated with Plaintiff;

7 b. Aid, assist or abet any other party in doing any act prohibited herein.

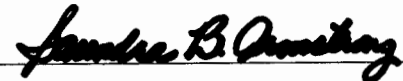
8 2. Choice shall pay Plaintiff attorney's fees and costs in the total sum of
9 \$15,000.

10 3. Plaintiff to recover costs pursuant a memorandum of costs.

11 4. The Clerk shall close the file and terminate any pending matters.

12 IT IS SO ORDERED.

13 Dated: February 1, 2011



14 SAUNDRA BROWN ARMSTRONG

15 United States District Judge
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